

DOCUMENT NO. 4

Re Novation of Third Party Contracts in Relation to
Land Assembly and Redevelopment Projects

ADOPTED AT MEETING OF DECEMBER 11, 1957

RESOLVED: that the Authority enter into contracts of novation with the Boston Housing Authority and with all parties under contract with the Boston Housing Authority in connection with land assembly and redevelopment projects transferred to the Boston Redevelopment Authority pursuant to a resolution adopted by the Authority on November 22, 1957; that the form of contract of novation be and hereby is approved in substantially the same form presented to and read at this meeting and made a part of the minutes of the meeting; and that they be executed for and in behalf of the Authority by its Chairman in as many duplicate originals as may be necessary or convenient and that the seal of the Authority be duly affixed thereto by its Secretary.

CONTRACT OF NOVATION
BETWEEN
BOSTON HOUSING AUTHORITY
AND
BOSTON REDEVELOPMENT AUTHORITY
AND

THIS AGREEMENT made as of the _____ day of _____, 1957
by and among the Boston Housing Authority, a public body, politic and corporate, in the Commonwealth of Massachusetts, acting by and through its Chairman (herein called the Housing Authority), the Boston Redevelopment Authority, a public body politic and corporate in the Commonwealth of Massachusetts, acting by and through its Chairman (herein called the Redevelopment Authority), and _____ (herein called the Contractor).

WHEREAS, the Housing Authority and the Contractor have entered into an agreement (herein called the Contract) dated _____, 19_____, in which the Contractor agreed to _____

and

WHEREAS, the Housing Authority, pursuant to Section 26QQ of Chapter 121 of the General Laws of Massachusetts, which provides in part that:

"A housing authority in a city or town which has initiated a land assembly and redevelopment project may complete, operate and maintain such project notwithstanding the organization of a redevelopment authority in such city or town. Such redevelopment authority may, however, with the consent of the city council of such city or the selectmen of such town pursuant to an agreement with the housing authority of such city or town, take over a planned or existing land assembly and redevelopment project instituted by such housing authority, and assume, exercise, continue, perform and carry out all undertakings, obligations, duties, rights, powers, plans and activities of such housing authority relating to such project, and thereafter such housing authority shall have no powers and duties with respect to such project, provided that no such action shall be taken if there are outstanding any bonds, notes, or certificates of indebtedness of such housing authority issued on account of such project, unless all holders of such bonds, notes and certificates of indebtedness have previously consented in writing to such action.",

has assigned and transferred to the Redevelopment Authority all its land assembly and redevelopment projects and all right, title, interest, privileges and benefits in and to any and all contracts now existing between the Housing Authority and third persons relating to any land assembly and redevelopment projects by "AGREEMENT EFFECTING TRANSFER OF LAND ASSEMBLY AND REDEVELOPMENT PROJECTS FROM BOSTON HOUSING AUTHORITY TO BOSTON REDEVELOPMENT AUTHORITY", effective December 20, 1957, (herein called Novation Agreement), and the Housing Authority desires to be released and discharged from said Contract, and the Contractor has agreed to release the Housing Authority therefrom, upon condition that the Redevelopment Authority becomes a party to said Contract and undertakes to perform and to be bound by the terms of said Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby understood and agreed by and among the parties hereto as follows:

1. The Redevelopment Authority agrees that the Redevelopment Authority has in accordance with provisions of said Novation Agreement accepted the assignment and transfer of said Contract and the Redevelopment Authority agrees to be the substituted party to said Contract in place of the Housing Authority and the Redevelopment Authority will be bound by all the terms of said Contract and to perform and carry out all obligations, undertakings and duties of the Housing Authority under said Contract.

2. The Contractor hereby releases the Housing Authority from all claims and accounts against said Housing Authority in respect to said Contract and accepts the Redevelopment Authority in place of said Housing Authority as a substitute party to said Contract and the Contractor hereby agrees with the said Redevelopment Authority to be bound by the terms of said Contract in all respects as if the Redevelopment Authority were originally named in said Contract as a party to said Contract in place of the Housing Authority.

3. The Housing Authority does hereby accept the release by the Contractor of all claims and accounts against said Housing Authority in respect to said Contract.

4. The Boston Redevelopment Authority agrees to intervene in and defend any claims or legal actions against the Boston Housing Authority, whether in law or in equity, and whether now pending or brought against the Boston Housing Authority at some future date, arising out of or incurred pursuant to said Contract.

IN WITNESS WHEREOF, the Housing Authority has caused this Agreement to be duly executed and attested and its seal hereunto affixed, and the Redevelopment Authority has caused this Agreement to be duly executed and its seal to be hereunto affixed and the Contractor has caused this Agreement to be duly executed and its seal be hereunto affixed.

SEAL
ATTEST:

BOSTON HOUSING AUTHORITY
By _____
Chairman

Secretary

Date: _____

SEAL
ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Chairman

Secretary

Date: _____

SEAL
ATTEST:

CONTRACTOR:

By _____

Date _____

THE COUNCIL OF THE CONFEDERATION OF THE UNITED STATES

BY JAMES MADISON, JR., AND JAMES M. DODD, JR.

WITH A HISTORY OF THE CONFEDERATION, AND A HISTORY OF THE COUNCIL OF THE CONFEDERATION

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